

**To: Laura Ross**  
University of Edinburgh  
Edinburgh, EH9 3FL, UK

Quotation prepared by: Colin Sharp, Project Advisor

Quote type: Internal

Date of quotation: 19 Feb 2019

Quote expiry date: 20 Apr 2019

**Project Title: P. viburni PacBio sequencing**

Edinburgh Genomics

*Genome Science*

The Ashworth Laboratories

The King's Buildings

The University of Edinburgh

Edinburgh EH9 3FL, UK

Phone: +44 (0)131 651 7788

Email: [edgenomics-admin@ed.ac.uk](mailto:edgenomics-admin@ed.ac.uk)

Web: [genomics.ed.ac.uk](http://genomics.ed.ac.uk)

Quote Number: GP190147

## Experimental Tasks ("Services")

PacBio Sequencing	Detailed description	Units	Unit Cost	Sub Total
Sample Preparation	Preparation of 1 SMRTbell library (20 kb) from 1 genomic DNA sample supplied by you	1	£500	£500
Sequence Data Generation*	Sequel 3.0 (1 SMRT Cell 1M v3) - 10h movie. Base calling, and quality control; return of data to you in BAM format via Aspera software; secure data storage (3 months).	3	£1,611	£4,833
Sub Total				£5,333

<b>Grand Total</b>	£	<b>5,333</b>
--------------------	---	--------------

**price list: [egs\\_price\\_list\\_180920](#)**

For sample requirements, see: <https://genomics.ed.ac.uk/resources/sample-requirements>

## ACCEPTANCE OF QUOTATION

**Quote Number: GP190147**

Return of a signed copy of this quote (bearing an original signature) at the time of sample submission shall constitute an offer by you to purchase the Services in accordance with this quote and the attached Terms and Conditions. Please read the attached Terms and Conditions carefully and if you wish to proceed with the purchase of the Services please return one copy of this document signed and dated, to the address above.

I confirm that I am a budget holder and have the authority to purchase the Services and hereby accept and sign this Quote:

Date		Title of Signatory	
Signature		Name	

---

## NOTES

### **Submission of Ready-to-Sequence Libraries for HiSeq X Illumina Sequencing.**

You may prepare your own libraries and submit these to us for shotgun sequencing of the entire genome of any species on the HiSeq X Illumina platform at a minimum average depth of coverage of 15x or greater. Please note that each library must contain only one sample isolated from a single species. Under no circumstances should a library containing more than one sample or a sample isolated from more than one species be submitted to us for HiSeq X Illumina Sequencing. Also note that sequencing strategies resulting in an average depth coverage of less than 15x per library are not permitted.

### **VAT**

The above prices do not include VAT. Please note that VAT will be added at the applicable rate to all invoices unless we accept justification from you that this work is outside the scope of VAT.

### **Quote validity**

This quote, unless previously withdrawn by the University of Edinburgh, remains valid for 3 months from the date of issue. Following the expiry of the 3 month period, unless the University of Edinburgh agrees to extend this period, this quote shall automatically lapse. Please contact us before submitting samples if the quote has lapsed.

### **Acknowledgement policy**

Edinburgh Genomics is an academic facility and our continuing ability to attract core funding for staff and instrumentation depends on our funders being aware of the work we do with our user community. Where facility staff have directly contributed to collaborative work, authorship is standardly expected. For other work, we require you to acknowledge use of the facility in publications and reports. You can use the following statement, substituting the specifics of the support we gave:

"[state mode of support we gave] were carried out by Edinburgh Genomics, The University of Edinburgh. Edinburgh Genomics is partly supported through core grants from NERC (R8/H10/56), MRC (MR/K001744/1) and BBSRC (BB/J004243/1)."

Some journals will require that you expand the Research Council acronyms:

"...core grants from Natural Environment Research Council (R8/H10/56), Medical Research Council (MR/K001744/1) and Biotechnological and Biological Research Council (BB/J004243/1)."

### **Turnaround time**

Our turnaround time is dependent on a number of variable factors. Once we receive your samples we will be able to advise you of the estimated turnaround time.

### **Data and sample retention policy**

The Raw Data and Analyses (as defined at clause 16 of the Terms and Conditions) will be transferred to you through a secure web link. This link will remain active for one (1) month. Please ensure that you download all Raw Data and Analyses during this time. Raw data and analyses will remain on our system for a period of 3 months after completion of the project and samples will be stored for a period of 6 months. After this period, data will be deleted from our servers and samples will be disposed of, unless otherwise instructed.

### **Publication**

In the event of the Raw Data and/or Analyses generated by this project being published you will ensure that the Services carried out by Edinburgh Genomics are appropriately and fully acknowledged.

### **Additional information for NERC-sponsored work**

If you are requesting access to the NERC Biomolecular Analysis Facility ("NBAF") remember that you also need to apply for access to NBAF even if you are using grant-funded resources to pay for the work we do. Please see the NBAF website (<http://www.nbafe.nerc.ac.uk/>) for details of the application process. We strongly recommend that you discuss the application with us before submitting your NBAF application.

---

## Terms and Conditions

**By signing and returning the Quote You are offering to purchase the Services in accordance with the Quote and these Terms and Conditions. Unless agreed by the University (as defined in Clause 1) no amendment made to the Quote by You shall be valid. The Quote and Terms and Conditions shall only be accepted, and a legally binding Agreement (as defined in Clause 2) created, following receipt by the University of a signed and valid Quote from You. The Services (as described in the Quote) shall be undertaken by the University through Edinburgh Genomics, in accordance with the following Terms and Conditions.**

Hereinafter You and the University shall be singularly known as a "Party" and jointly as the "Parties".

### IT IS HEREBY AGREED AS FOLLOWS:

1. In these Terms and Conditions "the University" shall refer to The University Court of the University of Edinburgh, acting through its Edinburgh Genomics facility, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts. "You" shall be the party identified in the Quote as the purchaser of the Services. "Samples" shall refer to any biological material provided by You, including any ready-to-sequence library prepared and provided by You, to the University for the performance of the Services. Any definitions used in the Quote shall apply in and to these Terms and Conditions, unless expressly stated otherwise.

2. Upon receipt by the University of an accepted and valid signed Quote returned by You without amendment (unless such amendment has been agreed by the University in writing), the Quote, together with these Terms and Conditions, shall constitute a legally binding agreement between the University and You for the provision of the Services ("Agreement") which shall be deemed to have taken effect from the date of signature of the Quote by You. Any other terms and conditions (including any terms and conditions which You purport to apply under any document) are expressly excluded from this Agreement.

3. The Quote is only valid for 3 months from the date of issue, unless extended at the sole discretion of the University.

4. Where it becomes aware that the supply of Services to You would contravene any relevant export controls, economic sanctions, or other trade embargoes or restrictions imposed by the UN or the EU, the University reserves the right, at its sole discretion, to refuse to deliver the Services.

5. You shall supply the University with the Samples, the project information and any other materials necessary to carry out the Services. You shall ensure that the Samples comply with the sample

submission procedures as detailed in the Sample Submission Form referred to in the Quote and that such Samples, together with the project information and any other materials provided, are suitable for use by the University in the supply of the Services. You shall arrange, at Your own expense and risk, for the delivery of the Samples, project information and such other materials to the University. You warrant that each Sample is correctly identified and in good order. You shall advise the University of any health and safety hazards and any special handling or storage requirements. You agree to fully disclose the nature of the Samples being submitted by You (including, but not limited to, whether the Samples contain any infectious agents, tissue from protected species or human tissue). The University shall, at all times, have the right to reject any Samples.

6. The University shall put Samples through quality control procedures prior to commencing the Services. Failure of the any Sample to comply with the University's quality control requirements may result in a delay to the commencement and completion of the Services. In the event that any Sample fails our quality control procedures You can either (i) provide The University with a replacement Sample at Your own cost, or (ii) proceed, at Your own risk, with the Services using the submitted Samples. No risk shall be borne, nor costs or expenses suffered, by the University in relation thereto. Notwithstanding the foregoing, the University shall, at all times, be entitled, at its sole discretion, to refuse to carry out the Services using Samples which have failed its quality control procedures.

7. The University shall use its reasonable endeavours to supply the Services during the Period indicated when we receive your Samples. The Period is intended to be an estimate only and time shall not be made of the essence by notice from You. The University shall, in no circumstances, be liable for any losses or damages of any kind sustained by You

following any delay in the supply of the Services or failure by the University to provide the Services during the Period.

**8. Additional terms applicable to ready-to-sequence libraries prepared by You and submitted to the University for HiSeq X Illumina Sequencing:**

Sequencing strategies resulting in an average depth coverage of less than 15x per library are not permitted. Samples may only be submitted to the University for HiSeq X Illumina sequencing for the following:

- a. Human Whole Genome Sequencing (shotgun sequencing of the entire human genome to an average depth of coverage of 15x or greater);
- b. Non-Human Whole Genome Sequencing (whole genome shotgun sequencing of a sample isolated from a single species to an average depth of coverage of 15x or greater);
- c. De Novo Assembly (sequencing of a sample isolated from a single species to an average depth of coverage of 15x or greater, including use of linked reads); or
- d. Whole Genome Phasing (sequencing and phasing/haplotyping the entire genome isolated from a single species to an average depth of coverage of 15x or greater, including use of linked reads).

You warrant that any ready-to-sequence library prepared by You and provided to the University for HiSeq X Illumina Sequencing contains only one sample isolated from a single species.

9. You shall, at Your own cost and expense, obtain and maintain all necessary licences, permissions, research ethics committee approvals and consents required for the University to be able to perform the Services for You. The University reserves the right to obtain a copy of the relevant documentation. The University may, at Your sole cost and expense, provide reasonable assistance to You in the completion of any documentation or other formalities for the import of Your Samples and / or export of the Raw Data and Analyses (where analysis forms part of the Services) generated under the Services (with Raw Data and Analyses defined at Clause 16).

10. Payment shall be made by You no later than thirty (30) days after receiving an appropriate invoice from the University. Unless expressly agreed otherwise, the University shall invoice You on completion of the Services. All payments shall quote the reference contained on the invoice. Unless expressly stated otherwise, payments shall be exclusive of (i) VAT, which shall be charged at the current rate and payable by You and (ii) delivery,

postage, packing, Sample returns, import/export duties, rates, licence fees and other related charges that are applicable from time to time, which shall be charged in addition to the payments, and payable by You. The University retains the right to alter any payments to take into account any changes in the Services as a result of additional information from You or a further request by You, such additional information or request to be made to the University in writing.

11. In the event You fail to make timely payment, the University may either cease to provide the Services forthwith until payment is made in full or, at its option, treat this Agreement as repudiated.

12. Notwithstanding the terms of Clause 11, You shall pay interest on such payments from the due date until the actual date of payment at the rate of five per centum per annum over the Base Lending Rate of The Royal Bank of Scotland plc from time to time, accruing on a daily basis until payment is received by the University, whether before or after judgement. You shall pay both the interest and the overdue payment.

13. You may disclose information which is of a confidential nature concerning its operations in the course of the Services. Such information will be held in strict confidence by the University and its staff and shall not be used by the University and its staff except in connection with the Services. This restriction does not apply to information which (a) is or at the time of disclosure has become public knowledge through no act or default of the University or its staff; (b) is and can be shown to be already known to the University; (c) was independently developed by the University without recourse to or use of any of Your confidential information; (d) subsequently becomes lawfully available to the University; or (e) is required to be disclosed by law.

14. All pre-existing information and know-how used in connection with the Services shall remain the property of the Party introducing the same.

15. All results and intellectual property rights therein arising in the course of the Services shall be owned by You, except that the University shall retain ownership of any know-how, information and intellectual property rights developed in the course of the Services which relates to the methods, technology and software utilised, developed and/or deployed by the University in the provision of the Services. You agree that the University shall be permitted to communicate details from the Quote (including, but not limited to, Your identity and the payment to be made in respect of the Services), together with details of the Services, to those of its funders who fund the

facilities used to provide the Services, in order for the University to comply with its funding terms and conditions.

16. Unless specifically requested otherwise and referred to in the Quote, the University will store Samples provided by You, and derivatives of such Samples, for six months from the date of the completion of the services detailed. The University makes reasonable efforts to safeguard data (including Raw Data and Analyses, each as defined below), Samples, and derivatives of Samples, from any damage or loss. The University shall, in no event, be liable for any damage to, or loss of, any data (including Raw Data and Analyses), Sample or Sample derivative in its possession or control. The raw data resulting from the Services ("Raw Data"), together with the analyses (where analysis forms part of the Services) ("Analyses"), will be securely archived for three months only following the completion of the Services.

17. Whilst the University will use all reasonable endeavours to ensure the accuracy of the Services performed and of any advice or information given (including the Raw Data and Analyses), it makes no representation or warranty that advice and information given (including the Raw Data and Analyses) by its employees, servants or agents is accurate, or free from defects, latent or patent; nor does it represent or warrant that the use of any advice and/or information (including Raw Data and Analyses) provided in connection with the Services will provide the desired objective or not result in infringement of third party rights and the University does not accept any responsibility whatsoever for infringement of such rights.

18. You shall indemnify and keep indemnified the University, its employees, servants or agents against all claims (including third-party claims), actions (including third-party actions), losses, damages, costs and expenses which may be brought against or incurred or suffered by the University, its employees, servants or agents in connection with (i) a breach of the warranty contained at Clause 8 of this Agreement and/or (ii) the Services which arise as a result of or are due to the use by You, or others for whom You are responsible, of the advice and information (including the Raw Data and Analyses) provided by the University, its employees, servants or agents or others for whom it is responsible, in the performance of the Services.

19. The Parties agree and declare that no liability whatsoever, either direct or indirect, shall rest upon the University for the effects of any product or

process that may be produced or adopted by You or any other party notwithstanding that the formulation of such product or process may be based upon the Raw Data and/or Analyses generated by the University in performance of the Services. For the avoidance of doubt, (i) neither Party shall be liable to the other for any indirect or consequential damages; and (ii) neither Party excludes, restricts or otherwise limits their liability for (a) any death or personal injury arising from that Party's negligence or (b) for any loss suffered by either Party for the other Party's fraud or fraudulent misrepresentation; or (c) any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). Subject to the foregoing and to the fullest extent permitted by law, all warranties, conditions, representations, liabilities and other terms (whether express or implied by statute or common law) in connection with the Services are excluded from this Agreement.

20. Neither Party shall be liable to the other for any loss or damages arising from prevention or delay in performance of this Agreement where the same is a result of force majeure, provided prompt written notice is sent by the Party so prevented or delayed.

21. You undertake to make no claim in connection with this Agreement or its subject matter against any employee, servant or agent of the University (apart from any claim based on fraud or fraudulent misrepresentation). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which You might have to claim against University.

22. The maximum liability of the University to You under or otherwise in connection with this Agreement or its subject matter shall not, in any event, exceed the return of all monies provided by You under the Quote and Clause 10 of these Terms and Conditions.

23. In the event You wish to present and/or publish the Raw Data and/or Analyses generated by the University in performance of the Services in any way, You shall acknowledge that the Services were carried out by Edinburgh Genomics, the University of Edinburgh or provide such other appropriate reference as communicated by the University from time to time.

24. You shall not assign the Services without the written permission of the University.

25. The University may terminate this Agreement on one (1) months' written notice to You. Either Party shall have the right to terminate this Agreement forthwith by notice in writing to the other in the event of any material or persistent breach by the other Party

of any of its duties or obligations hereunder or in the event of failure by the other Party to remedy to the reasonable satisfaction of the Party serving the notice any breach of any of its duties or obligations hereunder within thirty days following written notice requiring it to do so.

26. In the event of (i) Your insolvency, bankruptcy, administration, liquidation or receivership; (ii) You ceasing or threatening to cease trading; or (iii) the sale of the whole or any substantial part of Your business or assets, or (iv) any analogous event or proceeding with respect to You in any jurisdiction to which You are subject, that has an effect equivalent or similar to any of the events mentioned in (i) to (iii) above, the University shall be entitled to terminate this Agreement forthwith.

27. Termination of this Agreement shall not affect the acquired rights and obligations of either Party under this Agreement and all monies due under this Agreement (including any outstanding payments) for the Services performed up to the date of termination, together with all non-cancellable commitments incurred up to such date, shall become immediately due and shall be paid within fourteen (14) days of such date of termination. Clauses 10, 12, 14 to 23 (inclusive) 27 to 35 (inclusive) and 37 shall survive termination or expiry of this Agreement.

28. Nothing in this Agreement shall: - (i) be deemed to prevent the University from providing services of a nature similar to the Services on behalf of any third party.

29. The University is an independent contractor to You and nothing in this Agreement shall be construed as constituting any partnership or employment relationship between the University and You, or establishing the University as an agent or representative of You.

30. Subject to Clauses 15 and 23, neither party shall use the other party's name in any public announcements, advertising or publicity of any kind without such other party's prior written approval.

31. No variation or amendment of this Agreement shall bind either Party unless agreed between the Parties and made in writing and signed by authorised representatives of the Parties.

32. Failure by either Party to enforce at any time or for any period any condition of this Agreement does not constitute and shall not be construed as a waiver of such condition and shall not affect the right later to enforce such condition and any other condition.

33. If any part or the whole of any condition of this Agreement is held to be invalid or unenforceable by any legislation or legal authority, the remaining portion of such condition and the rest of this Agreement shall remain in force and effect as if this Agreement had been granted with no such provision.

34. This Agreement constitutes the entire agreement and understanding between the Parties in respect of the subject matter hereof and the Parties accept that no other conditions shall apply to the provision of the Services, unless expressly stated in writing by the Parties to supersede or amend this Agreement.

35. You agree and undertake that You shall not, and shall require that Your employees shall not, take any action in violation of the Bribery Act 2010 (as may be amended from time to time) ("Act"), nor take any action that would cause You or the University to be in violation of the Act. In the event that You become aware of, or reasonably suspects, such action to have occurred, You shall immediately notify the University who may, at its sole discretion, terminate this Agreement.

36. Any notices to be sent under this Agreement shall be sent to the address set out in the Quote in the case of the University and, in Your case, to the person to who the Quote is addressed

37. The Agreement shall be governed by and construed in accordance with Scots Law. Each Party irrevocably agrees to submit to the non-exclusive jurisdiction of the Scottish Courts over any claim or matter arising under or in connection with the Agreement or the legal relationships established by the Agreement.

[end]